

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Onicon Incorporated	12/28/2012
RECEIVING PARTY DATA	
Name:	Babson Capital Finance, LLC, as agent
Street Address:	321 N. Clark Street
Internal Address:	c/o Babson Capital Management, LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
PROPERTY NUMBERS Total: 59	
Property Type	Number
Patent Number:	8308349
Patent Number:	8256076
Patent Number:	8235589
Patent Number:	8151651
Patent Number:	8142071
Patent Number:	8132962
Patent Number:	8042994
Patent Number:	7995318
Patent Number:	7870793
Patent Number:	7841243
Patent Number:	7823463
Patent Number:	7775706
Patent Number:	7703337
Patent Number:	7684938

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Patent Number:	7669483
Patent Number:	7628081
Patent Number:	7628080
Patent Number:	7587947
Patent Number:	7574924
Patent Number:	7571655
Patent Number:	7568398
Patent Number:	7559257
Patent Number:	7480577
Patent Number:	7437945
Patent Number:	7288878
Patent Number:	7270015
Patent Number:	7201065
Patent Number:	7044000
Patent Number:	6973842
Patent Number:	6739203
Patent Number:	6729192
Patent Number:	6725733
Patent Number:	6722207
Patent Number:	6681645
Patent Number:	6584860
Patent Number:	6575044
Patent Number:	6571642
Patent Number:	6530285
Patent Number:	6508134
Patent Number:	6463807
Patent Number:	6457371
Patent Number:	6435040
Patent Number:	6431011
Patent Number:	6422093
Patent Number:	6370963
Patent Number:	6241383
Patent Number:	6178827
Patent Number:	6085599
Patent Number:	6023969

	5948978
Patent Number:	5429178
Application Number:	13305788
Application Number:	13360288
Application Number:	13285192
Application Number:	13235696
Application Number:	13572737
Application Number:	13488491
Application Number:	13488498
Application Number:	13675663

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	14044-3
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NAME OF SUBMITTER:	Laura Konrath
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Total Attachments: 6
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PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, ONICON Incorporated, a Florida corporation (herein referred to as “Grantor”), owns the Patents listed on Schedule 1 annexed hereto and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 28, 2012 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Babson Capital Finance, LLC, as administrative agent for the Lenders (the “Administrative Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Security Agreement dated as of December 28, 2012 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantor, the other grantors party thereto and Babson Capital Finance, LLC, as agent for the Lenders (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement) of Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and

authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms and accomplish the purposes of the Collateral Agreement (subject to the terms and provisions thereof).

Except to the extent not prohibited in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Patent Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of December, 2012.

ONICON INCORPORATED

By: 
Name: Michael P. Santoni
Title: Treasurer

ACKNOWLEDGED:

**BABSON CAPITAL FINANCE, LLC, as
Administrative Agent**

**By: Babson Capital Management, LLC,
as Manager**

By: Mark Flessner
Name: MARK FLESSNER
Title: MANAGING DIRECTOR

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
Patent Security Agreement
PATENTS

All are United States patents		
<u>Title</u>	<u>Patent Number</u>	<u>Patent Issue Date</u>
Asymmetric heat flux sensor with in-situ drift compensation	8,308,349	11/13/2012
Method of making an ultrasonic transducer	8,256,076	9/4/2012
Specific heat measurement probe	8,235,589	8/7/2012
Flowmeter transducer magnetic clamping	8,151,651	4/10/2012
Thermoelectric thermal transfer sensor	8,142,071	3/27/2012
Asymmetric specific heat meter	8,132,962	3/13/2012
Specific heat meter with improved accuracy	8,042,994	10/25/2011
High frequency power converter	7,995,318	8/9/2011
Transit time flow sensor with enhanced accuracy	7,870,793	1/18/2011
Speed of sound and pipe size detector	7,841,243	11/30/2010
Ultrasonic flow sensor using two streamlined probes	7,823,463	11/2/2010
Compensated heat energy meter	7,775,706	8/17/2010
Clamping arrangements for a transducer assembly having a piezoelectric element within a foam body	7,703,337	4/27/2010
Self-cleaning ultrasonic flow sensor	7,684,938	3/23/2010
Flowmeter transducer clamping	7,669,483	3/2/2010
Acoustic pulse flow meter	7,628,081	12/8/2009
Magnetic flow meter providing quasi-annular flow	7,628,080	12/8/2009
Magnetic flow meter with selective electrode positioning	7,587,947	9/15/2009
Magnetic flow meter	7,574,924	8/18/2009
Magnetic flow meter with buffering electrodes	7,571,655	8/11/2009
Ultrasonic flow sensor with repeated transmissions	7,568,398	8/4/2009
Magnetic flow probe with conductive tip	7,559,257	7/14/2009
Multiple sensor flow meter	7,480,577	1/20/2009
Magnetic flow probe	7,437,945	10/21/2008
Piezoelectric transducer assembly	7,288,878	10/30/2007
Thermal pulsed ultrasonic flow sensor	7,270,015	9/18/2007
Acoustic flow sensor	7,201,065	4/10/2007
Ultrasonic flow sensor using quasi-helical beam	7,044,000	5/16/2006
Flow probe pipe size detector	6,973,842	12/13/2005
Ultrasonic transducer and flow sensor configuration	6,739,203	5/25/2004
Moving target flow sensor	6,729,192	5/4/2004
Torque balance flow meter	6,725,733	4/27/2004
Electro-magnetic flow transducer with insulating scroll	6,722,207	4/20/2004
Moving target flow meter	6,681,645	1/27/2004
Flow probe insertion gauge	6,584,860	7/1/2003
Transit-time flow sensor combining high resolution and wide dynamic range	6,575,044	6/10/2003

Magnetic flow sensor with annular sensing path	6,571,642	6/3/2003
Magnetic flow sensor probe	6,530,285	3/11/2003
Transit-time flow sensor-frequency mode	6,508,134	1/21/2003
Magnetic flow sensor and method	6,463,807	10/15/2002
Ultrasonic flow sensor with error detection and compensation	6,457,371	10/1/2002
Inertial flow sensor and method	6,435,040	8/20/2002
Magnetic flow sensor and method	6,431,011	8/13/2002
Burst Mode Ultrasonic Flow Sensor	6,422,093	7/23/2002
Ultrasonic transit time flow sensor and method	6,370,963	4/16/2002
Heat exchanger maintenance monitor apparatus and method	6,241,383 ¹	6/5/2001
Ultrasonic flow sensor	6,178,827	1/30/2001
Magnetic flow sensor	6,085,599	7/11/2000
Flow modulated mass flow sensor	6,023,969	2/15/2000
Induction heated mass flow sensor	5,948,978	9/7/1999
Dual tube fouling monitor and method	5,429,178	7/4/1995

PATENT APPLICATIONS

All are United States patent applications		
<u>Title</u>	<u>Application Number</u>	<u>Application Filing Date</u>
Dual Paddlewheel Flow Sensor	13/305788	11/29/2001
Magnetic Flow Meters with Automatic Field Maintenance	13/360288	1/27/2012
Special Corrugated Flow Conditioner	13/285192	10/31/2011
Enhanced Vortex Shedding Flow Meter	13/235696	9/19/2011
Phase Detector for Vortex Flowmeter	13/572737	8/13/2012
Vortex Flow Meter with Sampling Rate Control	13/488491	6/5/2012
Vortex Flow Meter with Gain Control	13/488498	6/5/2012
Vortex Flow Meter	13/675663	11/13/2012

PATENT LICENSES

June 3, 2009 e-mail exclusive royalty bearing license from John Garey under patent US6241383
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¹ Jointly owned by John F. Garey